

# MEMORANDUM

Agenda Item No. 7(P)(1)(B)

---

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed. D.  
and Members, Board of County Commissioners

**DATE:** January 20, 2004

**SUBJECT:** Resolution Authorizing the Execution  
of a Tri-Party Agreement among  
Miami-Dade County, the State of  
Florida Department of Transportation  
and Florida East Coast Railway Co.,  
LLC, for the installation of Railroad  
Crossing Protective Devices at NE 16  
Avenue



**FROM:** George M. Burgess  
County Manager

---

## RECOMMENDATION

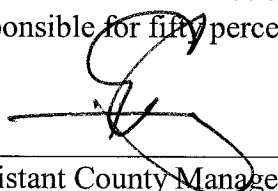
It is recommended that the Board adopt the attached resolution authorizing the execution of a Tri-Party Agreement among Miami-Dade County, the State of Florida Department of Transportation and Florida East Coast Railway Co., LLC, (FEC) for the installation and maintenance of railroad crossing protective devices at NW 16 Avenue in the vicinity of NE 131 Street.

## BACKGROUND

This Tri-Party Agreement is necessary for Miami-Dade County's participation in the improvement and maintenance of the railroad crossing protective devices at the aforementioned crossing under the Federal 90% - State 10% Matching Funds Program.

The 1973 and 1976 Federal Aid Highway Safety Act allocated funds to be utilized for rail-highway grade crossing protective devices at crossings on Non-Federal Aid routes, such as this intersection. Through the use of these funds, the Federal Government will pay ninety percent (90%) and the State will pay ten percent (10%) of the cost for installing the protective devices. Miami-Dade County will not participate in the costs of the devices nor the installation.

The annual maintenance cost for each crossing protective devices is \$2,820 of which Miami-Dade is responsible for fifty percent and FEC is responsible for the other fifty percent.

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** January 20, 2004

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 7(P)(1)(B)

Please note any items checked.

- \_\_\_\_\_ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- \_\_\_\_\_ 6 weeks required between first reading and public hearing
- \_\_\_\_\_ 4 weeks notification to municipal officials required prior to public hearing
- \_\_\_\_\_ Decreases revenues or increases expenditures without balancing budget
- \_\_\_\_\_ Budget required
- \_\_\_\_\_ Statement of fiscal impact required
- \_\_\_\_\_ Bid waiver requiring County Manager's written recommendation
- \_\_\_\_\_ Ordinance creating a new board requires detailed County Manager's report for public hearing
- \_\_\_\_\_ Housekeeping item (no policy decision required)
- \_\_\_\_\_ No committee review

Approved \_\_\_\_\_ Mayor

Veto \_\_\_\_\_

Override \_\_\_\_\_

Agenda Item No. 7(P)(1)(B)

1-20-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF A TRI-PARTY AGREEMENT AMONG MIAMI-DADE COUNTY, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND FLORIDA EAST COAST RAILWAY CO., LLC, FOR THE INSTALLATION OF RAILROAD CROSSING PROTECTIVE DEVICES AT NE 16 AVENUE

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves a Tri-Party Agreement among Miami-Dade County, the State of Florida Department of Transportation and Florida East Coast Railway Co., LLC, for the installation of railroad crossing protective devices at NE 16 Avenue in the vicinity of NE 131 Street in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner  
, who moved its adoption. The motion was  
seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency.

Thomas Goldstein

By: \_\_\_\_\_  
Deputy Clerk

**RAILROAD REIMBURSEMENT AGREEMENT  
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
41251615701	NE 16th Avenue	MIAMI-DADE	1(SIG-F)	00S6 002 J

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_,  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the  
DEPARTMENT, and Florida East Coast Railway Company,  
a corporation organized and existing under the laws of Florida,  
with its principal place of business in the City of St. Augustine, County of St. Johns,  
State of Florida, hereinafter called the COMPANY; and MIAMI-DADE  
County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners,  
hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road  
System, designated by the Financial Project ID 41251615701,  
on NE 16th Avenue, which crosses at grade the right of way and  
tracks of the COMPANY'S Milepost 356.92,  
FDOT/AAR Crossing Number 272611-P, at or near Miami-Dade County,  
as shown on DEPARTMENT'S Plan Sheet No. Standard Index 17882, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree  
as follows:

- The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals  
Type Four (4) Class Three (3) and/or other traffic control devices at said location on an actual cost basis  
and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the  
DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
- After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the  
same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule  
of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof  
and subject to future revision.
- After said signals have been installed and found to be in satisfactory working order by the parties hereto,  
the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or  
its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties  
hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which  
shall cease operation of signals thereat.

S

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

\_\_\_\_\_ (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

✓  
\_\_\_\_\_ (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 172,320.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

6

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- ☒ (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- \_\_\_\_\_ (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- \_\_\_\_\_ (c) An agreed lump sum \$ \_\_\_\_\_, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned ☐ will ☒ will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- \_\_\_\_\_ (a) \_\_\_\_\_ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- \_\_\_\_\_ (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- \_\_\_\_\_ (c) \$ \_\_\_\_\_ credited for ☐ betterment ☐ expired service life  
☐ nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."



17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

18. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered

or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provide in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

21. In accordance with Section 287.0582, Florida Statues, the following provisions are included in this Agreement:

The Department's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

~~22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

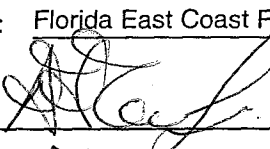
23. Paragraph 22 was stricken prior to execution.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

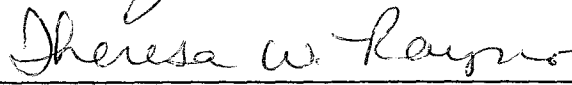
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(TITLE: Director of Planning and Public Trans. )

COMPANY: Florida East Coast Railway Company

BY:  **General Manager  
Signals & Communications**

ATTEST:

  
Asst. Secretary

MIAMI-DADE COUNTY , FLORIDA

BY: \_\_\_\_\_  
(TITLE: \_\_\_\_\_ )

ATTEST: \_\_\_\_\_

Legal Review

Approved as to Funds  
Available

Approved as to FAPG  
Requirements

BY:  8/8/03

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Attorney - DOT

Date

Comptroller - DOT

Date

FHWA

Date



@; user I.D. FI913RP  
<MVS@DOT>  
07/09/2003 03:59 PM

To: KN629KX@dot.state.fl.us  
cc:  
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AN988

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #AN988 Contract Type: AA Method of Procurement: R  
Vendor Name: FLORIDA EAST COAST RAILWAY CO  
Vendor ID: VF596001115001  
Beginning date of this Agmt: 07/21/03  
Ending date of this Agmt: 12/31/06

\*\*\*\*\*  
Description: Install Flashing Lights and Gates at NE 16th Avenue  
Crossing  
#272611

\*\*\*\*\*  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS

\*\*\*\*\*  
Action: ORIGINAL Funds have been: APPROVED  
55 062020629 \*PT \*134004 \* 172320.00 \*41251615701 \*127  
2004 \*55100300 \*088808/04  
0001 \*00 \*0001/04

-----  
TOTAL AMOUNT: \*\$ 172,320.00 \*

-----  
FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 07/09/2003

FDOT - Work Program Administration  
Authorization Request

08-05-2003

17:35:39

More:

Item: 412516 Segment: 1 Status: 005 ADOPTED, NOT BEGUN  
Desc: N.E. 16TH AVENUE (CROSSING #272611 P)  
Phase Group/Type: 5 7 CONST RAILROAD Financial Project Seq: 01  
Federal Project: 00S6 002 J

Fund: SR	Pgm: 53	Dstr	Type/Area:	FAC: Q270	Alloc Type: 1
LTD Estimate	LTD:	Apv Auth	Committed	Rem Auth	Pend Auth
172,320	Part:	172,320	172,320	0	0
	Non-Part:	0	0	0	0
	Total:	172,320	172,320	0	0

## Authorization Request

Request Date: 11-18-2002 Status: A APPROVED Status Date: 03-14-2003

Federal Participating: 172,320 Fed Share Percent: 100.000

Non-Participating : 0

Total : 172,320

AAA250-I: Successfully displayed.

F1=Help F3=Exit F7=Bkwd F8=Frwd F15=Logoff

05/03/2001

FLORIDA DEPARTMENT OF TRANSPORTATION  
DIAGNOSTIC FIELD REVIEW REPORT  
RAIL-HIGHWAY GRADE CROSSING  
DATA SHEET

PAGE 010

PROJECT NO. \_\_\_\_\_

W.P.A. NO. \_\_\_\_\_

CROSSING NO.: 272611-P PRIORITY NO.: 347 COUNTY: DADE CITY: NORTH MIAMI ROWY: NE 16 AVE

CLASSIFICATION/LOCATION: DATE LAST UPDATED: 960426

R.R. CO.: FLORIDA EAST COAST R R.R. BRANCH:

R.R. STATION: MIAMI

R.R. MILEPOST: 356.92

R.R. CROSSING STATUS: OPEN

AS OF

901106 PROPOSED STATUS: NOT IN USE, BUT OPEN

RAIL OPERATIONS: DATE LAST UPDATED: 860720

TRAIN MOVEMENTS: 24 PER DA MAXIMUM TRAIN SPEED: 50 EFFECTIVE: 831115 NO. OF MAIN TRACKS: 1 OTHER TRACKS: 0

WARNING DEVICES: DATE LAST UPDATED: 981026

EXISTING WARNING: CFL + G TYPE OF TRAIN DETECTION: UNKNOWN

PREEMPTION: N ADVANCE WARNING: Y

PHYSICAL DATA: DATE LAST UPDATED: 951201

R.R. CROSSING ANGLE: 40-49 DEGREES NO. OF THRU LANES: 2 OTHER LANES: 0 HIGHWAY SPEED: 30 DISTANCE TO INTERSECT.: 0

ACTUAL STOPPING SIGHT DIST. (FT.): 200 MIN. CLEAR QUAR. SIGHT DIST.(FT.): 45 PARALLEL RD.: NONE OR MINOR ROAD PARALLEL

CROSSING CONDITION: GOOD APPROACH CONDITION: SMOOTH TRANSITION

MAINTAINING AGENCY: CITY COUNTY

DEPARTMENT DATA: DATE LAST UPDATED: 000615

TRAFFIC VOL.(ADT): 10300 AS OF 981026 SCHOOL BUS COUNT: 38 AS OF 2000 PERCENT TRUCKS: 5.0 HAZARDOUS MATLS.: U

SAFETY DATA: DATE LAST UPDATED: 010501

PRED. ACCID./YEAR: 0.108 SAFETY INDEX: 52.45 RECOMMENDED WARNING DEVICE: A CFL & G ESTIMATED COST: 0.0 THOUSAND

DESCRIPTION OF SITE/INSTALLATION CONFLICTS: *Trees blocking view of crossovers from south approach. Existing signals not to placement standard due to 1 track removal - XR relay 1946*

REVIEW TEAM RECOMMENDATION: *CFL & G - move signals closer to tracks with a skew ring for buses to look down circuit for red gates will be in cabinet - City to turn two limbs*

REVIEW TEAM PERSONNEL: D.O.T. RAIL

D.O.T. SAFETY

RAILROAD CO.

FHWA LOCAL

DATE REVIEWED: 6-6-01 BY:



## Florida Department of Transportation

JEB BUSH  
GOVERNOR

605 Suwannee Street  
Tallahassee, Florida 32399-0450

THOMAS F. BARRY, JR.  
SECRETARY

### M E M O R A N D U M

Date: August 29, 2001

To: District Railroad Coordinators 1,2,3,4,5,6,7

From: Mike Dross, *MD*  
Rail Contracts and  
Signal Programs Engineer  
SC 994-4542 FAX: SC 292-4942

Copies: Gary Fitzpatrick

Subject: RAILROAD - SIGNAL SAFETY PROGRAM 2002/2003

Attached is a revised list of projects selected for your 2002/2003 Signal Safety Improvement Program and their estimated costs along with the different Work Program Phases involved with project management. These are the corrections that I have spoke to some of the districts over the phone to finalize your Program. Please program money amounts and assign Financial Project Numbers per crossing as shown on the list.

This cost estimate list needs to be shared with your Work Program Manager to ensure that only these figures match the totals included on Schedule B of the Work Program. Be advised that these cost figures may change until Schedule B is finalized. However, if they do, I will inform your District of the changes.

Please do not deviate from these cost estimates, as your Program will only receive this amount of budget. Your cooperation in this matter is appreciated.

MD/d  
Enclosures:

15

GRADE CROSSING SAFETY IMPROVEMENT PROGRAM  
FISCAL YEAR 2002-2003  
District 6

SR Funds						
<u>Priority</u>	<u>County</u>	<u>RR</u>	<u>Xing#</u>	<u>Name</u>	<u>Ph 57</u>	<u>Total Cost</u>
347	Dade	FEC	272611P	NE 16 <sup>th</sup> Ave.	172,320	\$172,320.00
172	Dade	FEC	273008H	W 21 <sup>th</sup> St.	12,980	\$12,980.00
805	Dade	CSX	628414P	NW 22 <sup>nd</sup> Ave.	<u>193,500</u> 378,800	<u>\$193,500.00</u> \$378,800.00







FLORIDA EAST COAST RAILWAY  
OFFICE OF THE GENERAL MANAGER  
OF SIGNALS AND COMMUNICATIONS

DATE: 06/06/01  
FILE: 10.2  
TYPE: 4  
CLASS: 3  
NO. OF DAYS: 12  
AAR / DOT #: 272611P  
MILE POST: 356 + 4887'

Project Type: FDOT

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT N. E. 16th AVE.

This estimate should be considered void after one (1) year.

MATERIAL	UNIT COST	UNITS	TOTAL COST
GATE ASSEMBLIES	\$8,195.00	2 EA.	\$16,390.00
GATES	\$500.00	2 EA.	\$1,000.00
GATE FOUNDATIONS	\$575.00	2 EA.	\$1,150.00
CANTILEVERS 20'	\$5,647.00	2 EA.	\$11,294.00
CANTILEVER FOUNDATIONS	\$3,200.00	2 EA.	\$6,400.00
3AB CASE WIRED FOR 4 GATES & PMD3R	\$38,670.00	1 EA.	\$38,670.00
BATTERY BOX	\$675.00	1 EA.	\$675.00
BATTERIES, SAFT SPL250	\$212.00	30 EA.	\$6,360.00
MISC. GROUND MATERIAL	\$1,528.46	1 PKG.	\$1,528.46
CONDUIT & DIRECTIONAL BORE	\$45.00	80 FT.	\$3,600.00
CABLE	\$3,500.00	1 PKG.	\$3,500.00
POWER SERVICE	\$900.00	1 EA.	\$900.00
MONITORING EQUIPMENT	\$5,940.00	1 PKG.	\$5,940.00
SANITATION & DISPOSAL	\$1,500.00	1 PKG.	\$1,500.00
FREIGHT & HANDLING			\$14,611.00
TAX @ 6.5%			<u>\$6,331.00</u>
<b>TOTAL MATERIALS</b>			<b>\$119,849.46</b>
EXCAVATING EQUIPMENT PER DAY	\$181.00	12 DAYS	\$2,172.00
EQUIPMENT RENTAL PER DAY	\$125.00	12 DAYS	\$1,500.00
FOREMAN'S TRUCK PER DAY	\$35.00	12 DAYS	\$420.00
GANG TRUCK PER DAY	\$63.00	12 DAYS	\$756.00
SUPERVISORS TRUCK PER DAY	\$35.00	12 DAYS	<u>\$420.00</u>
<b>EQUIPMENT TOTAL</b>			<b>\$5,268.00</b>
ENGINEERING	\$6,500.00	1	<u>\$6,500.00</u>
<b>ENGINEERING TOTAL</b>			<b>\$6,500.00</b>
CONSTRUCTION SUPERVISION	\$283.00	12 DAYS	\$3,396.00
LABOR ADDITIVE			<u>\$1,892.00</u>
<b>SUPERVISION TOTAL</b>			<b>\$5,288.00</b>
LABOR PER DAY	\$1,082.60		\$12,991.00
NUMBER OF DAYS	12		
LABOR ADDITIVE			<u>\$7,582.00</u>
<b>TOTAL LABOR</b>			<b>\$20,573.00</b>
GANG EXPENSES PER DAY	\$553.00		
NUMBER OF DAYS	12		
<b>TOTAL GANG EXPENSES</b>			<b>\$6,636.00</b>
<b>SUB-TOTAL</b>			<b>\$164,114.46</b>
CONTINGENCIES 5%			<u>\$8,206.00</u>
<b>TOTAL</b>			<b>\$172,320.00</b>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES**

725-090-41

RAIL  
OGC - 06/03

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
41251615701	NE 16th Avenue	MIAMI-DADE	1 (SIG-F)	00S6 002 J

COMPANY NAME: Florida East Coast Railway Company

A. FDOT/AAR XING NO.: 272611-P RR MILE POST TIE: 356.92

B. TYPE SIGNALS PROPOSED \_\_\_\_\_ CLASS \_\_\_\_\_ DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC  
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$1,870.00
II	Flashing Signals - Multiple Tracks	\$2,474.00
III	Flashing Signals and Gates - One Track	\$2,820.00
IV	Flashing Signals and Gates - Multiple Tracks	\$3,540.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011  
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

\*This schedule will become effective July 1, 2001 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.